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Gedik: Implements, Mastership, Shop Usufruct, and Monopoly Among Istanbul Artisans, 1750-1850

Historians agree on the significance of the concept *of gedik* for understanding the organization of the artisans and shopkeepers in Ottoman Istanbul from about 1750 to 1850. The increasingly frequent recurrence of the concept in contemporary sources related to urban economic relations urges the historian to come to grips with the phenomena it signified. Yet the challenge has proven difficult given the shifting connotations of the term.

Gedik literally means a »slot« or »breach«. A common derivative of the word, *gedik-li* (person with a slot) implies seniority and tenure, or regularity of position. In Ottoman parlance, the status of being a *gedikli* applied to a number of administrative officials. The recurrent usage of the concept of *gedik* in documents related to the artisans and other shopkeepers, however, dates from about the mid-eighteenth century. At first, it referred to the tools and equipment necessary to practice a certain trade. By the dawn of the nineteenth century *gedik* had come to mean the right to practice a particular trade at a specific work premise equipped with the means and tools necessary to practice that trade. At the end of the nineteenth century, the word applied to a category of legal documents which entitled the holder to full usufruct over a work premise. The adventure of this curious concept reflects the developments that affected the business life in Istanbul during the period under consideration, as will be shown here on the basis of a set of imperial decrees and secondary sources pertaining to the subject.'

In Istanbul, as in many other Near Eastern towns, the artisans and shopkeepers of a single calling tended to group in the same buildings or streets of the city's different business centers. These groups were called *esnâf* in general. The *esnâf* managed their own affairs under the leadership of elderly masters and elected stewards. During the eighteenth century, a new practice emerged among the *esnâf of* Istanbul. In increasing numbers, the master artisans and shopkeepers began to register their tools and equipment with their stewards. They called the tools and equipment *gedik,* the person who owned them *gedikli,* and the registration document issued by the stewards a gedik-paper.

This usage of the word *gedik* was probably a backward formation from the *gedikli,* the one who had a »slot«. The slot was associated with the implements, understandably so in the case of the *esnäf* who occupied specific locations in the marketplace. The capital goods (or the means of labor) utilized by these *esnâf* remained at given spots reserved for their trade by custom. A person who qualified to become a master of the trade acquired one of these slots from an established master or an additional slot was created for him with the permission of the established masters. Otherwise he remained an employee or an inferior partner of a *gedikli* master. Ownership of implements, then, not only enabled an experienced artisan to become his own boss, but it also provided him with a slot among a group of fellow masters and thereby with a workplace at a definite location in the marketplace. This interconnection between the implements, mastership, association with a group and the consequent use of a workplace keeps recurring in the different purposes which the *gedik*-papers served and the complicated conflicts which their issuance involved.

The sources at hand emphasize that an artisan's (or a shopkeeper's) *gedik* (capital goods) constituted a security against credit, particularly in his transactions with the wholesale merchants. When an artisan proved insolvent, his implements and other assets were sold to the highest bidder to repay his debts. The assets might end up in the hands of people who were outsiders to the insolvent artisan's group, and indeed they did so frequently enough to instigate several groups *(esnâf)* to file complaints to the government. The *esnâf resented* the involvement of »clumsy handed outsiders« in their trade by acquiring a *gedik* »in some way or another«. The complainants argued, typically, that the outsiders were incompetent and even outright cheaters of the populace *('ibâd ul-lâh)* and the merchants; their practices undermined the integrity as well as the credibility of the group as a whole and discouraged merchants from supplying the necessary raw materials and commodities. Shortages followed, prices increased, the populace suffered, and the groups became scattered, impoverished and, last but not least, unable to fulfil their obligations to the government. The complainants did not contest the use of the *gediks* as security for credit, but they wanted the established *(gedikli)* masters to control the transfer of *gediks* in accordance with the custom of the group in the event of insolvencies or due to other reasons. The government agreed to such concerns in principle and conferred on each soliciting group a decree which ratified the custom of the trade concerning the transfer of *gediks* and promotion to mastership. In this way, certain stipulations, supposedly stemming from the custom of the group, were made to the masters' private ownership of the *gediks.*

The master's association with a group that occupied a customary place

in the marketplace, on the other hand, put him in a position to claim the use of a workplace on account of his ownership of the implements kept in it. This aspect of the gedik-paper became dominant over the years along with the intensification of rent disputes. The issue cannot be understood without reference to the growing complexity of property relations during the period under consideration.

Most of the work premises in Istanbul belonged to the *wagfs* (pious foundations). According to the Islamic law *(sharî'a), waqf* property was inalienable and to be rented for short terms at a »fair rent« determined by the current market rates. But if the waqf property had become dilapidated and the *waqf* lacked the means to restore it, the law permitted special arrangements in order to encourage the tenants to help ameliorate the *waqf* revenues.

These arrangements were made on the basis of the so-called *mugâta a* and *ijâratayn* contracts. In both, the tenant paid a significant downpayment and a prefixed annual rent. In a *muqâta'a* deal, the downpayment might be, at least in part, a tangible, immovable addition to the basic *waqf* property, such as trees or buildings, for instance. In return, the tenant usually acquired coproprietorship with the *waqf* or a permanent lease. He could transfer or pledge his own addition to the *waqf* along with his usufruct of the *waqf property* to third parties in return for a fee. He could also bequeath his rights to his legitimate heirs as determined by the inheritance rules of the *sharî a.* In case of an *ijâratayn* contract, the tenant's rights remained relatively more limited. In general, he enjoyed a perpetual lease over the *waqf* property. He could transfer his usufruct with the permission of the trustees, but, under normal circumstances, he could not pledge it, and he could bequeath it only to his immediate children. If he lacked children, his rights reverted to the *waqf.*

Muqâta'a and *ijâratayn* arrangements had become commonplace in Istanbul as a consequence of the many fires and earthquakes that affected the city in the late seventeenth and early eighteenth centuries. Similar arrangements were also made between the permanent lessees and sublessees of the *wagfs,* and even between private proprietors and their tenants. In short, ownership had become a relative right qualified by complex relations between different claimants to a piece of property.

Conflicts stemming from this complexity of property relations became aggravated in the latter half of the eighteenth century, concurrently with the intensification of the central government's efforts to tap *waqf* revenues to finance its desperate wars. As of the 1760s, the government began to borrow money internally against the revenue of the larger, government-controlled *wagfs.* The original idea was to keep the proceeds in a special account and to restore the sum to the *waqfs* in time. Instead, what was intended as a temporary measure became the routine of divert-

ing the revenue of more and more *waqfs* to government coffers, due to continual financial problems. Meanwhile, precautions were also taken to increase the revenues of individual *wayS,* to serve the interest on outstanding loans and to generate additional income. Among these measures was leasing *waqf* property on *ijâratayn* or *muqâta'a* contracts to the highest bidders of a downpayment.[2] The practice seems to have intensified under Sultan Selim III (1789-1807), leading to a protracted friction between the holder of *mugâta a/ifâratayn* contracts, called »utilizers« *(mutasarr,* and the artisans and other shopkeepers. In an effort to reap higher profits on their investment, the »utilizers« put pressure on the artisans, demanding a rent increase or else the evacuation of the shop. Concerning the legal aspect of the issue, the artisans fought back by appealing to custom and sultanic justice as well as to the *sharî â.*[3]

The expulsion of an artisan from a shop in order to lease it to anybody willing to pay a higher rent ran counter to the custom of the marketplace which maintained the grouping of artisans/shopkeepers of the same calling in specific locations, as already mentioned. Still, the principle of fair rent loomed as an issue, for the *sharî a* represented a higher source of law than custom in Ottoman jurisprudence. The artisans dealt with the issue by claiming their *gediks* (implements and other tangible investments) constituted a fixed component of the premise where they worked. This argument brings the *mugâta a* arrangements to mind. If considered as fixed, like trees or structures added to rented property, a *gedik* would have entitled its owner to rights beyond those of an ordinary lessee. Accordingly, *gedik* ownership would have ruled out evacuation as a sanction and have complicated (therefore delayed) the settlement of rent disputes.

In an effort to avert the pressure being exercised by the »utilizers« or the *waqf* trustees and other proprietors, the artisans tried to pass off the gedik-papers as evidence of long-existing deals between them and their proprietors (the *wagfs,* essentially). In increasing numbers, and in groups or individually, the artisans sought to get their gedik-papers endorsed by the kadis to strengthen their position. The kadis recognized the *gedik*-papers as documents of mastership and ownership of implements but disagreed on their validity as claims to shop space. Their disagreements, stemming from the specificities of individual cases as much as from corruption and political pressure,[4] led to the emergence of a legal distinction between » fixed« *(mustaqarr)* and »aerial« *(hawâî)* or »unfixed« *gediks.* In legal terms, the latter represented nothing more than a right to practice a certain trade independently and the proprietorship of the corresponding set of tools and equipment. As stated in a decree of Selim III, an »aerial«-gedik-owner should pick up his *gedik* and go to practice his art elsewhere, if the shop had to be restored to its legitimate owner/utilizer.[5] In practice,

however, the »aerial« masters presumed equal rights with their »fixed« colleagues, and the judges had their hands full with disputes over the rights represented by different gedik-deeds and related rent suits.[6]

A number of the artisan groups deemed it appropriate to take their cases up to the Imperial Court *(dîwân)* for a settlement of their claims to shop space. According to Ottoman jurisprudence, the *sharî a* was the ultimate source of law, but it was held that the *sharî a* obliged the sultan to regulate public order and interests. This he did on the basis of decisions and recommendations reached at the Imperial Court, where the judicial cases were handled by qualified jurists. The artisan groups who appealed to the Imperial Court for a sultanic decision linked their arguments not only to custom and *sharî a* but also to public order and interests.

Quite typically, they emphasized that the shops in which they worked had been reserved for their trade from »old times«, and they had repaired and overhauled them out of their own pockets, thus contributing to the upkeep of the property in a way beneficial to the proprietors *(wagfs,* essentially). They had not neglected the payment of their customary rents and had fulfilled their obligations to the public treasury and government offices promptly. They also argued that if they were expelled from their shops or were obliged to pay higher taxes, this would disrupt not only their own livelihood, but cause damage to other people as well. The merchants would run into difficulties in collecting their money and thus feel reluctant to supply merchandise. Shortages and price increases would ensue to harm the populace at large, not to mention the public revenues and interests.

Each soliciting group was usually granted a decree which ruled out its masters' expulsion from the shops and often explicitly forbade rent increases, thus in effect rendering their *gediks* fixed, and the *gedik-papers* a *muqâta'a-like* contract. Such rights granted to a group by an imperial decree, including the endorsement of its »custom« concerning *gedik* transfers and promotion to mastership, were called *nizâm* (regulation, charter). Legally speaking, a *nizâm* harmonized the custom of the group with »public interest/benefit« *(nafan lil ibâd)* and as such bound the courts. An individual master benefitted from an imperial decree by virtue of his association with a group, which was the recipient of the *nizâm.* It was to his interest, therefore, to adhere to a group and uphold its »custom«, although the »custom« set limits to his personal rights over the implements and how he practiced his trade. The government, on the other hand, wavered between the rentiers, whose savings it sought to alleviate financial difficulties, and the organized artisans/shopkeepers, whose cooperation it needed to maintain order and price stability in the marketplace. The better organized the groups became, however, the more monopolistic they grew, thus enhancing inflation contrary to the arguments in their appeals for a *nizâm.*

Unless a *nizâm* explicitly froze the number of the sets of implements (or shops) in a trade, it did not impart a monopolistic privilege to the group of masters involved. Even when the promotion to mastership and the transfer of *gediks* were left to the discretion of the established masters in accordance with the custom of the group, this could not in itself prevent a qualified person from establishing an independent shop. A number of court cases and imperial decrees testify to the point.? Nevertheless, *gedik* registration for purposes of commercial credibility and/or evading rent increases seems to have encouraged monopolistic tendencies among the artisans/shopkeepers in Istanbul in the latter half of the eighteenth century. When a reasonably well-organized group managed to acquire a *nizâm* from the sultan, the masters tended to interpret the rights granted to them therein as exclusive of other people, even their own senior assistants, even if the number of *gediks* had not been explicitly frozen in the *nizâm.*

Selim III (1789-1807) wanted to repress this trend just as he outspokenly upheld proprietary rights against the encroachment of the *gedik*-owners. According to him, a monopolistic privilege could be justified only in the case of dealers in basic necessities (such as bread, meat, candles and tallow) in order to assure their steady supply to the populace at well-established spots. Selim held that the same justification was valid also for the fixation of *gediks* by imperial decree, and ordered that all the other monopolistic stipulations in the existing *nizâms* should be cancelled, and new permissions for fixed *gediks* should be issued only with utmost care, lest they breached rights of proprietorship. Selim III had to repeat his orders in several decrees, and on one occasion he scolded the officials for paying no heed to his orders,[8] a situation which suggests that the Sultan's policy hardly undermined the position of the *esnâf.* Selim III himself was dethroned and killed in a series of uprisings in which the *esnâf* must have played a role.

His successor Mahmud II (1808-1839) was conciliatory towards the *esnâf.* An imperial decree early in his career (1814) indicates that he was cautioned against the legal complications generated by the peculiar development of the *gedik* issue and its inflationary effects on commodity prices.[9] An overall examination of his decrees, however, makes clear that during his rule the master artisans/shopkeepers gained full control over the shops they occupied on the basis of their government-ratified *gedik*-papers. Moreover, almost every sufficiently well-organized group obtained from the government the monopoly of its trade. Indeed, it was through Mahmud II's reign that the concept of *gedik* became definitively established as the usufruct of a workplace equipped and reserved for the monopolistic practice of a trade. This outcome was effected by financial considerations as much as the *esnâf s* capacity to fan political tension in

the Capital. In return for the more favorable treatment of the *esnâf,* the government did make them pay higher taxes and dues than before.

In Mahmud II's hands, government control over the *wagfs* served to pursue a policy of cooperation with the *esnâf* in return for political stability and financial gain. New wagfs were brought under government control just as the issuance of perpetual leases on *waqf* property as a source of indirect revenue continued unabated. The artisans and shopkeepers themselves were preferred as a party to these deals, even over those outsiders who might offer higher bids, however. Also observable is a clear shift towards *ijâratayn* contracts as opposed to *muqâta'as,* evidently because the limitations imposed by the former on inheritance rights speeded up the leased property's reversion to the *waqf to* be leased anew in the absence of proper heirs. Working together, these two preferences helped turn at least some of the gedik-owners into perpetual lessees of their waqf-owned shops on *ijâratayn* contracts, thus dissolving the problematic *mugâta*'a-like status of their *fixed-gediks* into a proper contractual usufruct. In order to encourage the artisans to enter into such *ijâratayn* contracts with the *wagfs,* wherever possible, the government was willing to issue them advantageous *nizâms* so long as they acted in groups.[10]

When this was not possible because of the third parties' rights on *waqf* property, the government resorted to a quite radical course in regulating the *esnâf-waqf* relations: The *gedik* rights were acquired by the *wagfs* themselves only to be rented back to the masters on *ijâratayn* contracts. After experimenting with the idea for some time, Mahmud II ordered all the artisan/shopkeeper groups in Istanbul to »donate their *gediks«* to certain *waqfs* and then »rent them back on *ijâratayn* contracts«, in a decree dating 1833.[11] An examination of the related cases at hand shed light on the nature of this curious development.

The actual contract was between the individual master and the *waqf,* in accordance with the *sharî a,* but its exact terms were determined by »the custom of the group«, as legitimized by sultanic authority in the form of a *nizâm.* The master enjoyed a perpetual lease on the *gedik* (and therefore the space of a specific shop) at a fixed rent, and the right to bequeath it to his children, but only to his children. If none of a deceased or retired master's children qualified to become a master in the trade, then the other masters auctioned off his *gedik* to a qualified person as they saw fit and delivered the proceeds to his children. If the deceased did not have proper heirs, the *gedik* reverted to the *wag!.* It was auctioned likewise, but now all the proceeds went to the *wagf.*

Under normal circumstances, an *ijâratayn* contract precluded the pledging of the leased property, but an exception was made in this respect for *ijâratayn* contracts that involved the *gediks,* explicitly to assure the mer-

chants and other creditors of the *esnâf* as well as to secure the payment of the taxes and fees due to the government. In case of an insolvency, the *gedik* was again auctioned off by the group to a qualified person, but the proceeds were used primarily to pay the debt, including the tax arrears. Sometimes the masters were held collectively responsible for making up the difference between the debt and the sale value of the pledged *gedik*, or, really, its usufruct, for the *gedik* now legally belonged to the *waqf* Each time the *gedik* changed hands, the *waqf* collected a transfer fee, in addition to the regular annual rent it received from the user of the *gedik.* Apparently, the masters were not expected to make a downpayment but simply to »donate« their *gediks* to the designated *waqf* to initiate the contract.[12]

Irrespective of the original owner of the building, the *gediks* were attached to specific *wag,* usually Mahmud II's or Selim III's, both of which were established to finance military reforms. A number of complications ensued from this situation which added one more layer of claims to the property in question. There were also instances when a master »donated« his *gedik* on an individually owned premise to a *waqf* for a privileged *ijâratayn* contract, without necessarily acquiring the consent of the proprietor.

To repeat, although the actual contract was between the *waqf* and the individual master, its terms were determined by the deal between the government and the group. Each deal was an occasion to review or chart anew a group's *nizâm* (thus »custom«) for more effective government control in return for monopolistic and legal privileges. These privileges were once again justified in terms of public interest, but public interest was now interpreted far more broadly than in the past. The necessity to secure the delivery of products to armed forces and government offices; fulfilment of tax obligations; regulation of the distribution of goods from wholesale merchants to an enregistered, specific group of retailers to assure the steady supply of commodities and the credit extended by merchants; control of certain groups' socially sensitive activities; and sometimes simply the self-declared »custom« of a group: - all these were considered sufficient reasons to extend fixed status to *gediks* and the restriction of their numbers.

The development of the *gedik* issue took a new turn once the Ottoman economy became wide open to capitalist competition as a consequence of the 1838-41 commercial treaties. Under the terms of these treaties, the Ottoman government abolished all internal monopolistic privileges, including the ones that had been granted to the artisan/shopkeeper groups in Istanbul. Most of the groups gradually lost their unity, political leverage and privileges against the liberal economic policies pursued by the Western-backed *Tanzîmât* (»Reorganization«) governments. *Fixed-gedik*

ownership, based on *ijâratayn* contracts or other government-acknowledged papers and *nizâms,* was not abolished, however. The net effect of the situation was the liberation of the individual *gedik-owner* from his obligations to the group concerning the activities he undertook in his shop-space and the transfer of his rights over it. In other words, the individual master's usufruct of the shop-space turned into a fully personal right.

So long as the transfer fee was promptly paid, the government offices acknowledged the transference of the fixed-gediks. Large sums were spent on purchasing a *gedik* and for its renovation and re-equipment for a new business. The actual proprietor and/or »utilizer«, on the other hand, received only the »old rent« which often represented a symbolic value. In 1860, the government formally recognized the precedence of the *gedik*-deed holder over the relevant property in view of his vested interests. Later, the restrictions on the bequeath, transfer and pledging of a *gedik* (shop held by an officially-recognized perpetual lease) were gradually eliminated by a series of laws and regulations.

By the end of the Ottoman state, the multiple personal claims on *gediks* had been largely unified through free transactions, and the gedik-papers had become almost as good as a title deed, but not quite so. *Waqf* ownership of the *gediks* continued. The inalienability of *wagf* property was a fundamental principle of Islamic law. It was deeply shaken by the development of market relations and the adoption of Western-inspired laws, but it still could not be uprooted. That had to await the Republican period, when, in 1935, the government enacted a law which obliged the *wagfs* to relegate their rights to the *gedik-deed* holders in return for monetary compensation. The multiplicity of claims on the same property was at length resolved. There was no longer a need for the concept of *gedik,* for it had now become full property.

Notes

1 The principle source of documents for the present article has been a register of imperial decrees pertaining to the *esnâfdiscovered* in the estate of Kara Kemal Bey by Prof. Selim llkin, I am grateful to Prof. llkin for letting me use this valuable register (hereafter, EEA). Kara Kemal was the Minister of Provisions in the Ottoman cabinet of 1915-18. He was also responsible for the reorganization of the artisans and shopkeepers on behalf of the ruling Union and Progress Party. The EEA includes 137 decrees *(emr-i 'âll),* the earliest dating from 1743 and the latest from 1862, but quite a few of the decrees quote or paraphrase earlier decrees related to the issue at hand. In the following references to the EEA, the date of each decree is shown in brackets along with the dates of the quoted decrees. The dates are converted to their Gregorian equivalents.

Among the other sources I have used are Osman Nuri, *Mecelle-i Umûr-i Belediyye,* I, Istanbul, 1922, pp. 644-689, 714-868; and Sidki, *Gedikler,* Dersa'âdet,1325 [1909-10]. For esnâf-waqfrelations I have used, in addition to the EEA, G. Baer, »Hiqr«, *Encyclopedia Islamic,* new ed., Supplement; H. Hatemî, *Medenî Hukuk Tüzel Ki¸~ileri,* I, Istanbul, 1979, pp. 318-379,646-686, and 744-773, and B. Köprülü's articles in ICHFM, XVII (1951), pp. 685-717, and XVIII (1952), pp. 215-257. For the role of the *esnâfin* the politics of the Capital, I have relied on Olson's articles in JESHO, XVII (1974), pp. 329-344 and XX (1977), pp. 185-207; M. Aktepe, *Patrona Halil Isyani, 1730,* Istanbul, 1958; and I. H. Uzunçarsili, A*lemdarMustafa Pax,* Istanbul, 1942. Other important works that I have used are Mustafa Nuri Pasa, *Netâic ill-Vukû ât,* IV, Istanbul, 1327 [1909]; Lutfi, *Mrîh, I-II,* Istanbul, 1289-91 [1872-4]; and G. Baer, *Fellah and Townsman,* London, 1982, pp. 147-222.

References to the EEA and other sources used here must be extremely brief by force of space limitations. I hope to make up for this deficiency by publishing the EEA and a broader version of this article in the near future.

2 Cf. Y. Cezar, *Osmanli MaCryesinde Bunalim ye Degiyim,* n. p.,1986, esp. pp. 79-88, 98-111, and 128-134; and Hatemî, I, 332fî.

3 The following discussion is essentially based on three important decrees which evaluate the development of the *gedik* issue in 1805 (0. Nuri, I, 654-5), 1814 (EEA, 187-9), and 1860 (0. Nuri, 663-4), in addition to the other relevant decrees in the EEA.

4 EEA, 188 (1814), and M. Nuri, IV, 99-101.

5 The 1805 decree (O. Nuri, I, 655).

6 EEA, 188 (1814).

7 Cf. EEA, pp. 285-6 (1730, 1761), 222-5 (1785, 1801), 205-8 (1805, 1810), 164-5 (1818), 36-9 (1757-1833), 42-4 (1732-1840).

8 Cf. Selim III's decrees of 1789, 1795 and 1805 quoted in O. Nuri, I, 647-8, and 654-6, and his other decrees in the EEA.

9 EEA, 187-9 (1914).

10 Cf. EEA, 205-8 (1810), 184-7 (1812-4), and 162-4 (1816).

11 See EEA, 86-9 (1837), quotation, p. 87. Sidki gives the date as 1833. Apparently, however, the said decree generalized a practice already in application: Cf. EEA, esp. pp. 150-153 (1827, 1831). In fact, the practice seems to have originated in Selim III's time: Cf. EEA, 153-7 (1764,1802,1826), and O. Nuri, I, 655 (1805).

12 EEA, 106-110 (1837).